



DGR Global Limited

26 June 2015

DGR Global Declares Special Dividend

Following its previous comprehensive market releases, the Directors of DGR Global Limited (ASX: DGR) are pleased to provide shareholders and investors the details associated with the Company's maiden Special Dividend, and the other initiatives currently being implemented by the Board.

Details of Special Dividend

The Board is pleased to confirm the upcoming payment of a Special Dividend, as foreshadowed in the Company's release of 13 May 2015.

The Special Dividend will be paid at the rate of 0.25 cents per share and will be fully-franked, representing a yield (before franking) of approximately 7% per share based on the 10 trading day VWAP and 8.25% per share based on the previous closing price at the time of this announcement.

A Dividend Reinvestment Plan will operate in conjunction with the Special Dividend, the key details of which are outlined below.

The key dates are as follows:

Announcement Date	26 June 2015
Ex Date	8 July 2015
Record Date for Dividend	10 July 2015
Due Date for DRP Election Notices	13 July 2015
Dividend Payment Date	31 July 2015

Dividend Reinvestment Plan Rules

The Board is pleased to advise of the implementation of a Dividend Reinvestment Plan which will offer shareholders the opportunity to reinvest their dividend at a 5% discount to the normal-trade VWAP for the Company's shares in the 10 trading days preceding the Record Date.

A full copy of the Company's Dividend Reinvestment Plan Rules may be found on the Company's website www.dgrglobal.com.au under **Investors Information**, and also attached to this announcement.

The Company's Share Registry will today mail to all shareholders a DRP Election Form, a Direct Credit form (to facilitate the supply of banking details) and a short letter from the Company about the DRP. All shareholders considering participation in the Dividend Reinvestment Plan are encouraged to read the full Plan Rules on the Company's website, or seek a copy by contacting the Company Secretary.



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ASX CODE: DGR
ACN: 052 354 837
Email: info@dgrglobal.com
www.dgrglobal.com

Details of Project Search

As previously outlined, DGR Global is seeking to invest the majority of its cash surplus in an advanced project or productive asset from which to generate a cash-flow to fund its on-going exploration and generative efforts, and from which to fund a dividend stream.

Accordingly, the Company continues to pursue the low-cost, generative approach to exploration project identification and development. It is not the Company's intention to use its capital to acquire early stage / greenfields exploration projects. Other more advanced / production opportunities may be considered for acquisition in the current prevailing market as part of the evolutionary development of the DGR business model, recognizing that the current challenging market environment is presenting many opportunities.

In this regard, the Company is currently reviewing a number of available projects both within and outside Australia, focussing particularly on copper and other base metals, high-grade gold, and oil. Key parameters for any acquisition remain that any identified opportunities must be well managed, high-grade, in a safe jurisdiction, without major technical or financial risks, show a five year reserve and resource life, and exhibit impressive local exploration upside and profitability with manageable and bankable capital costs.

The Board continues to believe that global growth and urbanisation will fuel and accelerate demand for base metals, particularly copper and tin, and improved access to tenures in African and South American nations and technological advancements in exploration techniques, predominantly geophysics are key indices for DGR's efforts.



On behalf of the Board
Karl Schlobohm
Company Secretary

Email: info@dgrglobal.com

Electronic copies and more information are available on the Company website: www.dgrglobal.com

For further information contact:

Mr Nicholas Mather
Managing Director DGR Global Ltd
Ph: 07 3303 0680

Karl Schlobohm
Company Secretary, DGR Global Ltd
Ph: 07 3303 0680

About DGR Global Limited

DGR Global's business is the creation of resource exploration development and mining companies.

The business uses the skills of a core team of talented geoscientists to identify resource projects capable of yielding world class discoveries of attractive commodities.

This is achieved through:

- The identification of commodities with a favorable 20 year price outlook.
- Geological terranes with:
 - A demonstrated strong endowment for that commodity;
 - An under-explored history;
 - Opportunity for the application of recently developed exploration techniques;
 - Jurisdictions with improving socio-economic and regulatory frameworks;
 - Extensive available tenures.

DGR provides initial seed funding and management support to secure these assets in subsidiaries and develop these assets to more advanced funding stages. The Company has a pipeline of projects in daughter companies at various stages of emergence, and has recently crystallised a significant return through the sale of its 15% holding in Orbis Gold for \$26million. Further development of its holdings in AIM listed SolGold and IronRidge Resources and ASX Listed AusTin Mining, Navaho Gold and Armour Energy and unlisted Archer Resources, are expected over the coming years.

The Company is currently involved in the search for safe high grade, high-yielding production operations in which to invest the bulk of its available cash resources.

DGR Global has commenced an intended program of judicious dividend payments to its shareholders. The future of the dividend program will depend on circumstances from time to time.

The previous resource exploration and funding activities of DGR's key personnel underscore the opportunities provided by the DGR business model.

DIVIDEND REINVESTMENT PLAN

DGR GLOBAL LIMITED

ACN 052 354 837



INFORMATION BOOKLET FOR SHAREHOLDERS

DGR GLOBAL LIMITED**IMPORTANT NOTE TO SHAREHOLDERS**

Under the Corporations Act a prospectus is not required to be lodged or registered in relation to shares to be issued under the DRP described in this Information Booklet. Consequently, this Information Booklet does not contain the information which would be contained in such a prospectus, for example, in relation to DGR Global Limited, its assets and liabilities, financial position, profits and losses and prospects. If you are in any doubt as to whether to participate in the DRP and in particular if you are unclear about the taxation implications of participating in the Plan, you should consult your own financial adviser without delay.

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ENQUIRIES

If you require further information concerning the Plan please contact or write to the following address:

Mr Karl Schlobohm
Company Secretary
DGR Global Limited
Level 27, 111 Eagle Street
Brisbane Qld 4000
Telephone +61 7 3303 0661
Facsimile +61 7 3303 068

IMPORTANT NOTE TO SHAREHOLDERS

Shareholders resident in countries other than Australia are encouraged to seek advice as required to ensure that their potential participation in DGR Global's Dividend Reinvestment Plan does not breach any law or regulation in their particular jurisdiction, having regard to their particular circumstances.

Singapore

WARNING: This document and any other materials relating to any shares issued under the Plan will not be lodged or registered as a prospectus in Singapore with the Monetary Authority of Singapore. Accordingly, this document and any other document or materials in connection with the offer or sale, or invitation for subscription or purchase, of such shares, may not be issued, circulated or distributed, nor may such shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore except pursuant to and in accordance with exemptions in Subdivision (4) Division 1, Part XIII of the Securities and Futures Act, Chapter 289 of Singapore (the SFA), or as otherwise pursuant to, and in accordance with the conditions of any other applicable provisions of the SFA.

This document has been provided on the basis that you are an existing holder of the DGR Global Limited's shares. In the event that you are not an existing shareholder of DGR Global Limited, please return this document immediately. You may not forward or circulate this document to any other person in Singapore.

The invitation to you to participate in the Company's Dividend Reinvestment Plan is not made to you with a view to any shares issued under it being subsequently offered for sale to any other party. There are on-sale restrictions in Singapore that may be applicable to investors who acquire shares. As such, investors are advised to acquaint themselves with the SFA provisions relating to resale restrictions in Singapore and comply accordingly.

Hong Kong

WARNING: This document has not been, and will not be, registered as a prospectus under the Companies Ordinance of Hong Kong (the **Companies Ordinance**), nor has it been authorised by the Securities and Futures Commission in Hong Kong pursuant to the Securities and Futures Ordinance of the Laws of Hong Kong (the **SFO**). No action has been taken in Hong Kong to authorise or register this document or to permit the distribution of this document or any documents issued in connection with it.

No advertisement, invitation or document relating to any shares issued under the Plan has been or will be issued, or has been or will be in the possession of any person for the purpose of issue, in Hong Kong or elsewhere that is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to shares that are or are intended to be disposed of only to persons outside Hong Kong or only to professional investors (as defined in the SFO and any rules made under that ordinance) or otherwise to the extent permitted under the securities laws of Hong Kong. No person issued shares under the plan may sell, or offer to sell, such securities in circumstances that amount to an offer to the public in Hong Kong within six months following the date of issue of such shares.

The contents of this document have not been reviewed by any Hong Kong regulatory authority. You are advised to exercise caution in relation to this document. If you are in doubt about any contents of this document, you should obtain independent professional advice.

DGR Global Limited

Dividend Reinvestment Plan – Summary of the Plan

What is a Dividend Reinvestment Plan?

A Dividend Reinvestment Plan or DRP, allows eligible DGR Global shareholders to have all or part of their dividends paid in DGR Global shares.

Who is eligible to participate in the DRP?

All DGR Global shareholders are prima facie eligible to participate in the DRP for shares held on the relevant dividend record date. However, investors in foreign jurisdictions should obtain advice to ensure acceptance in their particular circumstances will not contravene any local laws or regulations.

Is participation optional?

Participation in the DRP is entirely optional. If you do not want to participate you do not need to do anything. You will continue to receive dividend payments from DGR Global in accordance with current arrangements.

How do I participate?

If you are an eligible shareholder and you wish to participate in the DRP, you must complete a DRP Election Form. Forms will be sent out in the mail to all shareholders in the first instance by the Share Registry.

Subsequent or additional forms are available from the Share Registry:

Phone: +61 1300 554 474 (toll free within Australia)

Fax: +61 2 9287 0303

Email: registrars@linkmarketservices.com.au

Postal Address: DGR Global Limited
C/- Link Market Services
Locked Bag A14
Sydney South NSW 1235

Can I choose how many of my DGR Global shares will participate in the DRP?

Yes. If you choose full participation, all of your DGR Global shares held at the relevant record date will participate in the DRP. If you choose partial participation, only the specific number of shares you nominate will participate and you will receive a cash dividend for those shares not participating.

When will my DRP participation start?

Your DRP participation will start for the first dividend payment after your election to participate has been received as outlined above. Your election will remain in place for future dividend payments unless withdrawn by you. To participate for a particular dividend you must ensure that your election has been received by 5.00pm (Brisbane time) on the DRP Election Date (1 day after the Record Date).

How do I change or withdraw my participation?

If you wish to complete a DRP withdrawal form please contact our Share Registry as follows:

Phone: +61 1300 554 474 (toll free within Australia)

Fax: +61 2 9287 0303

Email: registrars@linkmarketservices.com.au

Postal Address: DGR Global Limited
C/- Link Market Services
Locked Bag A14
Sydney South NSW 1235

Elections to change participation or withdraw from the DRP for a particular dividend must be received by 5.00pm (Brisbane time) on the DRP Election Date (1 day after the Record Date).

How many shares will I receive under the DRP?

The number of DRP shares that you will receive for a particular dividend will be calculated by dividing the dividend entitlement for your DGR Global shares that are participating in the DRP by the DRP share price, rounded down to the nearest whole share.

How will the DRP share price be calculated?

The DRP share price for each dividend is calculated as the volume weighted average market price of "normal trades" in DGR Global shares sold on the Australian Securities Exchange (ASX) trading platform over the 10 business day trading day period preceding the Record Date. A discount may be applied to the VWAP so calculated, and this will be announced by the Board of DGR Global for a particular dividend.

Will a discount apply?

The Board will determine for each dividend whether or not a discount will be applied to the DRP share price. The discount, if any, will be included in the announcement to the ASX at the time the relevant dividend is declared.

What happens to fractional entitlements?

The cash value of the fractional entitlement will be carried forward in your DRP account and added to your next dividend for the purposes of calculating your DRP shares. If you terminate participation in the DRP for any reason, any residual cash balance of fractional entitlements will be donated on your behalf to a charity nominated by DGR Global.

When will I receive my DRP shares?

You will receive your DRP shares on the payment date for the relevant dividend. You will also be sent a holding statement shortly afterwards confirming the number of DRP shares received.

What is the cost to participate in the DRP?

Shares will be provided under the DRP free of brokerage and other transaction costs.

What happens if I have more than one shareholding that I want to participate in the DRP?

You will need to lodge a separate DRP election for each shareholding account (identified by the relevant SRN or HIN) that you wish to participate in the DRP.

Does participating in the DRP restrict me from selling my shares?

No. Participating in the DRP does not restrict your ability to sell your DGR Global shares.

What happens if I sell some or all of my shares?

If you elect to partially participate in the DRP and you sell some of your shares, then unless you elect to change your participation, the shares sold will be deemed to be non-participating DRP shares. If the number sold is more than the number of your non-participating shares, the sale will be deemed to include all of your shares not participating in the DRP, and the balance (if any) will be attributed to your shares participating in the DRP.

If you sell all of your shares without giving a notice of termination of participation, you will be deemed to have terminated participation in the DRP effective from the last date DGR Global registered a transfer or instrument of disposal of your holding.

Can the DRP be varied, suspended or terminated?

The DGR Global Board may vary, suspend or terminate the DRP at any time.

What are the tax consequences of participating in the DRP?

DGR Global recommends that you seek your own independent tax advice about the consequences of your participation in the DRP.

DGR Global Limited

Dividend Reinvestment Plan Rules

These Dividend Reinvestment Plan Rules were approved by the Board of DGR Global Limited on 24 June 2015.

1. Participation in the DRP

1.1 Optional Participation

Participation in the DRP is optional at the election of each Shareholder unless a Shareholder is otherwise excluded from participation under these Rules. Participation is not transferrable.

1.2 Eligible Shareholders

Except as provided below, each Shareholder is eligible to participate in the DRP subject to:

- (a) these Rules and the Constitution;
- (b) if the Shareholder resides, or is shown in the Register as having an address, outside Australia and New Zealand, any applicable law of Australia and New Zealand or any other country; and
- (c) any limitation on shareholding in the Company or participation in the DRP imposed by any law.

Any Shareholder having a registered address or being resident in a country other than Australia and New Zealand may not be eligible to participate in the DRP because of the legal requirements applying in such country. The Board has the discretion to determine whether any such Shareholder is excluded from the DRP.

The Board has the discretion to refuse to accept a Shareholder's participation in the DRP and to suspend or withdraw a Shareholder's participation in the DRP if the Board considers that the participation of that Shareholder might lead to foreign persons or associates of foreign persons acquiring a significant interest or an aggregate significant interest in the Company for the purposes of any foreign investment legislation or that the Shareholder is a person whose participation, or to whom the making of an offer or invitation to participate, in the DRP would, in the opinion of the Board, be unlawful, impractical, impossible, would require the issue of a prospectus or other offer document or would have an adverse effect on the regulatory approvals or licences which the Company holds or for which it intends to apply.

2. Election to Participate

Election to participate in the DRP is to be made on a DRP Election Form. To participate in the DRP, a duly completed Election Form must be received by the Share Registry no later than the DRP Election Date (1 day after the Record Date).

3. Extent of participation

A Shareholder may elect to participate in the DRP either in full or partially.

3.1 Full Participation

Under full participation, all Shares registered in the Participant's name under the relevant SRN or HIN from time to time, including Shares issued pursuant to the DRP, will participate in the DRP.

3.2 Partial Participation

Under partial participation, only that number of Shares specified in the Election Form by the Shareholder will participate in the DRP.

If at the relevant Record Date the number of Shares held by the Participant is less than the number of Shares specified as participating in the DRP, then the DRP in respect of that dividend payment will apply to the lesser number of Shares. Where a Shareholder is a partial Participant, all Shares subsequently acquired by the Shareholder, whether under the DRP or otherwise, will only participate in the DRP to the extent that the Shareholder alters their participation level in accordance with clause 8.

3.3 Deemed Full Participation

If an Election Form does not indicate the level of participation in the DRP, it will be deemed to be an application for full participation.

3.4 An Election Form must be lodged for each shareholding account (identified by the relevant SRN or HIN) which a Shareholder wishes to participate in the DRP, and each shareholding account of a Shareholder will be treated separately for all purposes under the DRP.

4. Operation of the DRP

4.1 Commencement of the DRP

The DRP shall commence to operate from 26 June 2015.

4.2 Each dividend which is payable to a Participant in respect of Shares subject to the DRP and which is available for payment to the Participant will be applied by the Company on the Participant's behalf in acquiring or subscribing for additional Shares.

4.3 Application of Relevant Dividend

For each dividend, the Board in their complete discretion will determine whether to issue new Shares or to cause the transfer of Shares to a Participant, or to apply a combination of both options, to satisfy the obligations of the Company under these Rules. The Board may also in its discretion arrange for the DRP to be fully or partially underwritten in respect of any dividend.

If the Board determines to cause the transfer of Shares to Participants, the Shares may be acquired in the market in such manner as the Board considers appropriate.

The Company will establish and maintain a DRP account for each Participant.

The Company will in respect of each dividend payable to a Participant:

- (a) determine the amount of the dividend payable (less withholding tax if applicable) in respect of that Participant's Shares subject to the DRP;
- (b) credit the amount to the Participant's DRP account;
- (c) determine the maximum whole number of additional shares which may be acquired under the DRP at the Price using the amount (including any retained cash balance) in the Participant's DRP account;
- (d) on behalf and in the name of the Participant, allot or cause the transfer of the number of additional Shares calculated under clause 4.3(c) and debit the Participant's DRP account with the total of the subscription price or the acquisition amount (as the case may be) for the additional Shares; and
- (e) retain in the Participant's DRP account, without interest, any cash balance remaining after the application of clause 4.3(d).

The relevant dividend payable in cash on shares held in the Company will instead, where participation in the DRP is elected, be applied by the Company on your behalf in subscribing for fully paid ordinary shares in the Company. Such Shares will be transferred or allotted under the DRP at the Price less a discount (if any) determined and announced by the Board from time to time.

4.4 Whole Number

Where the calculation of the entitlement results in an entitlement which includes a fraction of a share, that entitlement will be rounded down to the next whole share. Any remainder will be carried forward and will be added to any future dividend to calculate the entitlement at that time.

4.5 Full Payment of Dividend

Where a Dividend in relation to which the DRP is operative is dealt with by the Company in accordance with clause 4.3, that action constitutes full and final payment by the Company of the relevant Dividend to the relevant Shareholder.

4.6 Less than One Share

Clause 4.3 does not apply in respect of a Participant where the number determined in accordance with the formula in clause 4.3 is less than one, in which case no Shares are to be issued under the DRP to that Participant and the Participant is to be paid the equivalent amount of the dividend in cash.

5. Issue or transfer of Shares under the DRP

Shares issued under the DRP to a Participant:

- (a) must be issued in accordance with the Constitution and ASX Listing Rules;
- (b) rank equally in all respects with existing DRP Participating Shares of the same class; and
- (c) must be entered in the same part of the Register as the part in which the Participant's DRP Participating Shares are entered at the time of the issue.

Shares issued or transferred under the DRP will be issued or transferred on, or as soon as practicable after, the relevant dividend payment date and will be registered on the register where the Participant's holding of Shares is currently registered.

6. Costs to Participants

6.1 Transaction Costs

Except to the extent required by law, (in which case clause 6.2 applies), no brokerage, commission, or other transaction costs will be payable by Participants in respect of Shares transferred or issued under the DRP. The Company does not assume liability for any taxes or other imposts assessed against or imposed on a Participant.

6.2 Deduction of Costs

Where any law requires on any occasion the payment of any amount in respect of an issue of Shares to a Participant under the DRP, that amount is to be deducted from the sum that would, but for the Participation of the Participant, be available for payment to the Participant and paid by the Company as required by that law.

7. DRP statements

On, or as soon as practicable after, each dividend payment date, the Company will (via its Share Registry) send to each Participant a statement detailing:

- (a) the number of the Participant's Shares subject to the DRP as at the relevant Record Date;
- (b) the amount of dividend payable to the Participant (less withholding tax if applicable) in respect of the Shares subject to the DRP;
- (c) the amount in the Participant's DRP account immediately prior to the payment of the relevant dividend;
- (d) the number of Shares transferred or allotted to the Participant under the Rules of the DRP;
- (e) the cash balance (if any) retained in the Participant's DRP account after deduction of the amount payable for the issue or transfer of the additional Shares; and
- (f) the Participant's total holding of Shares after the issue or transfer of additional Shares.

8. Variation or termination of participation

8.1 Variation or Termination of Participation

Subject to clause 12, a Participant may at any time give a Variation Notice to the Share Registry:

- (a) increasing or decreasing the number of Shares participating in the DRP; or
- (b) terminating participation in the DRP.

In order for an alteration or termination to take effect in respect of a particular dividend, then a duly completed Variation Notice must be received by the Share Registry no later than the DRP Election Date.

If a Participant increases the level of participation in the DRP to full participation, all of the Participant's Shares as at the date of the Election Form and all Shares subsequently acquired by the Participant (including Shares acquired under the DRP) will participate in the DRP.

If a Participant decreases the level of participation in the DRP to below full participation, only that number of Shares specified in the Election Form will participate in the DRP and no Shares subsequently acquired by the Participant (including Shares acquired under the DRP) will participate in the DRP.

8.2 Death, Bankruptcy or Winding Up of a Participant

If a Participant dies, participation in the DRP will be terminated upon receipt by the Company of written notice of the death. If a Participant is declared bankrupt or is wound up, participation in the DRP will be terminated upon receipt by the Company of a notification of bankruptcy or winding up from the Participant or the Participant's trustee in bankruptcy or liquidator, as the case may be. The death, bankruptcy or winding up of one or more joint holders will not automatically terminate participation.

8.3 Events on Termination

On termination of participation for whatever reason, the Company will forward to the Participant, or the Participant's legal representative, confirmation of termination.

On termination of participation for whatever reason, including deemed termination of participation under clause 9.4, a Participant will be taken to have directed the Company to donate the cash balance (if any) in the Participant's DRP account as at the date of termination on behalf of the Participant to a registered charity nominated by the Board from time to time.

Participants will not be issued with a receipt in connection with such a donation.

9. Reduction or termination of participation where no notice is given

9.1 Transfer of Shares with Full Participation

Where all of a Participant's Shares are subject to the DRP and the Participant disposes of part of those Shares then, unless the Participant advises the Company otherwise, the remaining Shares held by the Participant will continue to participate in the DRP.

9.2 Transfer of Shares with Partial Participation

Where some of a Participant's Shares are subject to the DRP and the Participant disposes of part of that shareholding, then unless the Participant advises the Company otherwise, the Shares disposed of will be deemed to be Shares not participating in the DRP. If the number of Shares disposed of is more than the number of the Participant's Shares not participating in the DRP, the disposal will be deemed to include all the Participant's shareholding not participating in the DRP, and the balance (if any) will be attributed to Shares participating in the DRP.

9.3 Different Priority

Where a Participant transfers some of the Participant's Shares, and wishes those Shares to be comprised other than as specified in clause 9.2, the Participant may deliver a notice to the Company which specifies that particular Shares shall be the subject of a particular transfer. Such a notice shall not however be of any effect unless:

- (a) it is received by the Company prior to the registration of the transfer to which the notice relates;
- (b) it provides details sufficient to identify the transfer to which the notice relates including, but not limited to, the date on which any relevant instrument of transfer was executed and the number of Shares concerned; and
- (c) it is signed by or on behalf of the Shareholder in such manner as the Company may require.

9.4 Cessation of Participation

Where a Participant disposes of all Shares without giving the Company notice of termination of participation, the Participant will be deemed to have terminated participation in the DRP with respect to the shareholding on the last date the Company registered a transfer or instrument of disposal of the Participant's holding.

10. Variation, suspension, recommencement and termination of the DRP

10.1 Variation, Suspension, Recommencement or Termination

The DRP may be varied, suspended, recommenced or terminated by the Board at any time. The variation, suspension, recommencement or termination will take effect on the date specified by the Board.

10.2 Period of Variation, Suspension, Recommencement or Termination

The Board may give written notice of any such variation, suspension, recommencement or termination as it considers appropriate. A variation, suspension, recommencement or termination of the DRP will not be invalidated by the accidental omission to give notice of the variation, suspension, recommencement or termination to a Shareholder and will not give rise to any liability on the part of, or right or action against, the Board or the Company.

10.3 Effect of Suspension or Recommencement

A Participant continues to participate in the DRP following any variation, suspension or recommencement of the DRP unless the Company is notified in writing to the contrary by the Participant.

11. Stock Exchange Listing

The Company will apply from time to time (as new Shares are issued under the DRP) for the new Shares issued under the DRP to be listed for quotation on ASX and on any other stock exchange or exchanges as may from time to time have accepted Shares for listing.

12. Elections and Notices

12.1 Form

Elections and notices referred to in clause 9.3. to must be in writing and in accordance with the form prescribed or approved by the Company from time to time.

12.2 Effectiveness of Notices

Notices under these Rules (including, without limitation, Election Forms, Variation Notices and notices referred to in clause 9.3) will be effective upon receipt by the Company's Share Registry subject to:

- (a) these Rules;
- (b) the case of Election Forms, Variation Notices or notices referred to in clause 9.3:
 - i. approval by the Board which may be withheld in any case (in its absolute discretion);
 - ii. the appropriate entry having been made in the Register in respect of the DRP Participating Shares to which the Election Form, Variation Notice or notice referred to in clause 9.3 relates to record the Participation of the Participant in the DRP, or the variation of the Participation of the Participant in the DRP or the transfer (as the case requires);
 - iii. receipt by the Company by not later than 5.00 pm (Brisbane time) on the relevant DRP Election Date in respect of the particular Dividend to which the DRP applies; and
 - iv. any other restrictions as to the period of notice which the Board may impose from time to time.

12.3 Time takes Effect

Where an Election Form, Variation Notice, or notice referred to in clause 9.3 has been approved and the appropriate entry has been made in the Register, the Election Form, Variation Notice or notice referred to in clause 9.3 shall take effect from the time at which the entry was made.

12.4 Receipt after DRP Election Date

Applications or notices received after 5.00pm (Brisbane time) on the DRP Election Date will not be effective in respect of that dividend payment but will be effective from the next relevant Record Date.

12.5 Approval

Approval of an Election Form, Variation Notice or notice referred to in clause 9.3 may be withheld in any case at the absolute discretion of the Board, including, without limitation, if the Board has determined that approval of that Election Form, Variation Notice or notice referred to in clause 9.3 would prejudice the effective operation of the DRP or otherwise be contrary to law or equity.

12.6 Notice by Transferee or Transmitter

An Election Form, Variation Notice or notice under clause 9.3 given by a transferee or transmitter of Shares may be treated by the Company as an effective notice for the purposes of these Rules notwithstanding that the Shares were not registered in the name of the transferee or transmitter at the time the Election Form, Variation Notice or notice under clause 9.3 was given.

12.7 Invalid Notices

The Company is under no obligation to correct invalid Election Forms, Variation Notices or notices under clause 9.3 on behalf of Shareholders.

12.8 Notice by the Company

A notice required by these Rules to be given to Shareholders may be served on Shareholders at such time as the Board thinks fit by:

- (a) dispatch of the notice in writing to each Shareholder (in which case the date on which the notice is deemed to be served on Shareholders shall be the Business Day after the day on which the notice was posted);
- (b) public announcement of the notice on the ASX (in which case the date on which the notice is deemed to be served on Shareholders shall be the date on which the notice is first announced on ASX);
- (c) both the methods specified in paragraphs (a) or (b) above (in which case the date on which the notice is deemed to be served on Shareholders shall be the date on which the notice is first announced to the ASX);
- (d) advertisements in newspapers circulating generally in Australia; or
- (e) notice on the Company's website, which the Board considers appropriate to bring the matter or event for which notice is required under these Rules to the notice of the Participants or Shareholders, as the case may be, having regard to the nature of the event for which notice is being given.

13. General

13.1 Rights in favour of the Company

Any dividend payable on Shares which a Participant has nominated as participating in the DRP and which dividend the Company is entitled to retain, in whole or part, as a result of a charge, lien or similar right in favour of the Company in accordance with the Constitution of the Company or otherwise, will not be available for the purpose of participating in the DRP.

13.2 Binding Nature of Rules

These Rules will be binding upon all Shareholders.

13.3 Dispute Resolution

The Board may implement and administer the DRP in the manner the Board thinks fit. Without prejudice to the general powers of the Board under these Rules, the Board may settle in the manner as the Board thinks fit any difficulty, anomaly or dispute which may arise in connection with, or by reason of, the operation of the DRP, whether generally or in relation to any Shareholder or Participant or shareholding account or any Share or Shares and the determination of the Board will be conclusive and binding on all Shareholders and other persons to whom the determination relates.

13.4 Delegation of Powers

The Board may delegate to any one or more persons, for such period and on such conditions as they may determine, the exercise of any of its powers or discretions arising under the DRP.

13.5 Liability

Neither the Company nor any officer of the Company will be liable or responsible to any Participant for any loss or alleged loss or disadvantage suffered or incurred by a Participant as a result, directly or indirectly, of the establishment or operation of the DRP or participation in the DRP or in relation to any advice given with respect to participation in the DRP.

13.6 Entries Conclusive

Subject to clause 10, the entries which have been made in the Register in respect of a Participant at any time pursuant to these Rules shall be conclusive in determining whether or not a Share is a DRP Participating Share and whether the holder of the Share at that time has the corresponding rights which attach under these Rules to a DRP Participating Share.

13.7 Errors in Register

Neither the Company nor any of its officers, employees or advisers shall be liable in any way whatsoever to Shareholders for errors or omissions in the making of entries in the Register pursuant to these Rules or in the administration of the DRP.

13.8 Omission to Give Notice

The accidental omission to give notice of recommencement, variation, modification, suspension or termination or the non-receipt of any notice by any Shareholder shall not invalidate the re-commencement, variation, modification, suspension or termination of the DRP.

13.9 Taxation

The Company takes no responsibility for the taxation liabilities or arrangements of Shareholders and Participants and as individual circumstances may vary considerably, Shareholders and Participants should obtain their own specific taxation advice with respect to the relevant Dividend and the DRP.

13.10 Waive Compliance

The Board reserves the right to waive strict compliance with any of the provisions of these Rules.

13.11 Governing Law

The DRP and its operations and the terms and conditions set out in these Rules shall be governed by the laws of Queensland.

14. Definitions

In these Rules, unless the context otherwise requires:

Act means the *Corporations Act 2001 (Cth)* of Australia.

ASX means ASX Limited ACN 008 624 691 or the market operated by it as the context requires.

ASX Listing Rules means the Listing Rules of the ASX as varied from time to time.

ASX Operations Rules means the ASX Operating Rules in effect from 1 August 2010.

Board means the board of directors of the Company.

Business Day has the meaning given to that term from time to time in the ASX Listing Rules, being as at the date of these Rules Monday to Friday inclusive, except new Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, and any other day that ASX declares is not a business day.

Company means DGR Global Limited ACN 052 354 837.

Constitution means the constitution of the Company.

Dividend means a dividend declared by the Board of the Company in respect of Shares.

DRP means the DGR Global Dividend Reinvestment Plan adopted by the Board and regulated by these Rules as varied from time to time.

DRP Election Date means the last date by which Election Forms, Variation Notices and other notices referred to in clause 9.3 must be received by the Company at the Share Registry in relation to a particular Dividend, which date shall be one Business Day after the Record Date for the relevant Dividend.

DPR Participating Share means a fully paid Share in respect of which the Shareholder is participating in the DRP.

Election Form means a written application to participate in the DRP signed by a Shareholder (or each Shareholder in the case of a joint shareholding) under clause 3.1 in the form prescribed or approved by the Board from time to time, which may (without limitation) be combined with or form part of any other form or notice (including a Variation Notice).

Full Participation has the meaning set out in clause 3.1.

Non-Participating Share means a fully paid Share that is not a DRP Participating Share.

HIN stands for Holder Identification Number and is used to identify a holding on the CHES sub register.

Normal Trade means:

- (a) all trades excluding trades defined in the ASX Market Rules as “Special Crossings”;
- (b) crossings prior to the commencement of normal trading or during the closing phase or after hours adjustment phase;
- (c) trades pursuant to the exercise of options over Shares;
- (d) overnight crossings; and
- (e) any other trade determined by the Board in its complete discretion to not be reflective of normal trading in Shares.

Partial Participation has the meaning set out in clause 3.2.

Participant means a Shareholder in respect of the Shareholder’s DRP Participating Shares.

Participation means Full Participation or Partial Participation.

Price means the volume weighted average market price (rounded to the nearest cent) of all Shares sold through a Normal Trade on the ASX automated trading system during the ten (10) Trading Day period preceding the Record Date, or such other period commencing before or after the Record Date as the Board may determine from time to time and announce to the ASX in conjunction with a particular dividend.

The volume weighted average market price will be calculated by the Share Registry, the Board or another suitable person nominated by the Board, by reference to information the Board approves for the purpose from time to time. The determination by the Board or some other person nominated by the Board of the Price will be binding on all Participants.

Record Date is as defined in the ASX Listing Rules.

Register means the Company’s share register maintained under sections 168 and 169 of the Act.

Rules means these DRP rules as varied from time to time.

Shares means fully paid ordinary shares in the capital of the Company and any other share in the Company that the Board may from time to time determine to be a Share for the purposes of these Rules.

Shareholder means the person or entity whose name is (or in the case of a joint shareholding, all the persons or entities whose names are) entered in the Register as the holder of a Share.

Share Registry means Link Market Services Limited, the Company's share registry service provider.

SRN stands for Security holder Reference Number and is used to identify a holding on the issued sponsored sub-register.

Trading Day means a full day (other than a day on which the ASX is closed or on which trading on the ASX is suspended) on which Shares are quoted, and not suspended from quotation or made subject to a trading halt on the ASX.

Variation Notice means a written notice signed by a Shareholder (or each Shareholder in the case of a joint shareholding) in accordance with clause 8 in the form prescribed or approved by the Board from time to time, which may (without limitation) be combined with, or form part of, any other form or notice including an Election Form.